

1 BILL NO. S-86-11-29

2 SPECIAL ORDINANCE NO. S-202-86

3 AN ORDINANCE approving Contract
4 for Res. 6062-1986 - 1986 Asphalt
5 Resurfacing 4th Package, between
6 the City of Fort Wayne, Indiana
7 and Wayne Asphalt & Construction
8 Company, in connection with the
9 Board of Public Works and Safety.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
11 OF THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract for Res. 6062-1986 -
13 1986 Asphalt Resurfacing 4th Package, between the City of Fort
14 Wayne, by and through its Board of Public Works and Safety, and
15 Wayne Asphalt & Construction Company, is hereby ratified, and
16 affirmed and approved in all respects. The work under said Contract
17 requires:

18 the improvement by resurfacing
19 and restoring pavement as designated
20 on the attached Resolution;

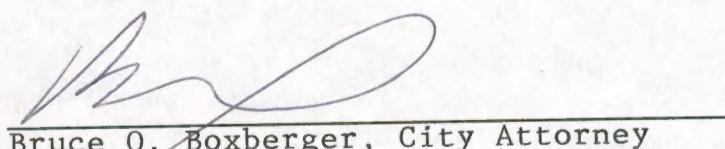
21 the Contract price is Two Hundred Eighty-Two Thousand Three Hundred
22 Thirty-Six and 10/100 Dollars (\$282,336.10).

23 SECTION 2. Prior Approval was received from Common
24 Council with respect to this Contract, on November 18, 1986.
25 Two (2) copies of the Contract, attached hereto, are on file
26 with the City Clerk, and are made available for public inspection,
according to law.

27 SECTION 3. That this Ordinance shall be in full force
28 and effect from and after its passage and any and all necessary
29 approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY

33 
34 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Steve, and duly adopted, read the second time by title and referred to the Committee Public Works and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____, 19_____, at _____ o'clock _____ M., E.

DATE: 11-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Steve, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 12-9-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEKATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-202-86 on the 9th day of December, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1986, at the hour of 1:00 o'clock 8 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of December, 1986, at the hour of 10:00 o'clock 8 M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR., MAYOR

10/32/86

IMPROVEMENT RESOLUTION
FOR STREET OR ALLEY

NO. 6062-86 1986 ASPHALT RESURFACING PROGRAM FOURTH PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

LUTHER STREET: From the east curb line of Anthony Blvd. to the west curb line of Grant Avenue.

LIBERTY STREET: From the west curb line of Harmar Street to the west curb line of Coombs Street.

LEXINGTON COURT: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

BRANNING AVENUE: From the east curb line of Calhoun Street to the west curb line of Clinton Street.

ROY STREET: From the northeast curb line of Wayne Trace to the southeast curb line of Schele Avenue.

PLAZA DRIVE: From the north curb line of Colerick Street to the north curb line of Oxford Street.

OWAISSA WAY: From the south pavement line of Nuttman Avenue to the north curb line of Wawonaissa Trail.

INDIAN HILLS DRIVE: From the south curb line of Ojibway Trail to the north pavement line of Engle Road.

OJIBWAY TRAIL: From the west curb of Wawonaissa Trail to the east property line of Enola Court.

MOUND PASS: From the south curb line of Ojibway Trail to the north pavement line of Engle Road.

RAYMOND STREET: From the south curb line of Schele Avenue to the northwest curb line of Roy Street.

MAPLEWOOD ROAD: From a point 100 ft. west of Wohama Drive to a point 40 ft. west of Pinedale Drive.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 22nd day of October, 1986.

BOARD OF PUBLIC WORKS & SAFETY

James Hale
John R. Simon

ATTEST: Ted J. Mahan
 Secretary and Clerk

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

Page 1 of _____

(Non-Federally Assisted Construction)

PROJECT: 1986 ASPHALT RESURFACING PROGRAM RESOLUTION # 6062-S6
FOURTH PACKAGE - 1986 BOND ISSUE - PHASE I

CONTENTS

Check if contained Pages

X	1	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement 36-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment	10 Calendar Days
	20 Calendar Days
	30 Calendar Days
	Other
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No. Date
	Amendment No. Date
	Amendment No. Date

BID SUBMITTED

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

Offer
Date November 12, 1986

Bidder agrees to keep bid open for
acceptance for _____ (90 days
unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Robert R. Givens
City of Fort Wayne
Mayor

Award
Date

11-14-86

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

OCTOBER 24, 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 12th day of NOVEMBER, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

1986 ASPHALT RESURFACING PROGRAM - FOURTH PACKAGE - RESOLUTION NO. 6062-86
SEE ATTACHED IMPROVEMENT RESOLUTION FOR LIST OF STREETS. ALSO NOTE VARIOUS STREETS IN THE PACKAGE WILL HAVE TO BE COORDINATED WITH CURBS, SIDEWALKS, YARDWALKS AND DRIVEWAY APPROACHES - CONTRACTED BY OTHERS. THERE ARE ALSO SOME STREETS WHICH SHOULD BE COORDINATED WITH WATER CONSTRUCTION DEPT. - STREET CUTS.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Precualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (---%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ % participation (employees) _____ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____ %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Gaines Const. Co.	217 W. Washington Ctr. Rd.	Concrete Work
2.	Fort Wayne, In.	
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Meargy Const., Inc.	2235 Butler Rd.	Structure & Concrete Work
2.	Fort Wayne, In.	
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC. Contractor _____

By Craig A. Moyer By _____

Its Craig A. Moyer, President Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: _____

NON-COLLUSION AFFIDAVIT

The Bidder, by its officer ~~xxxxx~~ Craig A. Moyer, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

WAYNE ASPHALT & COSNT. CO., INC.

Craig A. Moyer

Craig A. Moyer, President

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by Craig A. Moyer, President
this 12th day of November, 19 86.

My Commission Expires:

January 12, 1990

Esther J. Smith
Notary Public Esther J. Smith
Resident of Allen County, IN

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6062-86 - 1986 ASPHALT RESURFACING PACKAGE - FOURTH PACKAGE

All work will be performed in accordance with: Resolution # 6062-86 the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of \$ _____**. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 6/30/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 6/30/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 6/30/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, WAYNE ASPHALT & CONST. CO., INC. _____ as principal
and UNITED STATES FIDELITY AND GUARANTY CO. _____
and _____ as sureties,
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum
of 5% of BID DOLLARS (\$),

to be paid to the said City of Fort Wayne, Indiana, or its successors or
assigns, for the payment of which, well and truly made, we hereby bind our-
selves, our heirs, successors, executors and administrators, jointly and
severally, firmly by these presents.

Signed and sealed at WAYNE ASPHALT & CONST. CO., INC. _____, this 12th
day of November _____, 19 86.

The condition of this obligation is such that if the accompanying bid or
proposal of WAYNE ASPHALT & CONST. CO., INC. _____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at WAYNE ASPHALT & CONST. CO., INC. _____
this 12th day of November _____, 19 86.

WAYNE ASPHALT & CONST. CO., INC.

Craig A. Moyer
Principal
Craig A. Moyer, President

*If signed by an agent appropriate power
of attorney shall be attached

UNITED STATES FIDELITY AND GUARANTY CO.

* John J. Pikel
Surety
John J. Pikel, Attorney in Fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green**

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXXX~~ anyone of the said **Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **27th** day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **By W. Bradley Wallace**
Vice-President.

(SEAL)

(Signed) **John A. Umberger**
Assistant Secretary.

STATE OF MARYLAND. }
BALTIMORE CITY. }
ss:

On this **27th** day of **November**, A. D. 1985, before me personally came **W. Bradley Wallace**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger**, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) **Margaret M. Hurst**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY. }
Sct.

I, **Saundra E. Banks**, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **27th** day of **November**, A. D. 1985

(SEAL) (Signed) **Saundra E. Banks**
Clerk of the Circuit Court for Baltimore City.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Craig A. Moyer, the President
(name) _____
(position) _____ of WAYNE ASPHALT & CONST. CO., INC.
(company) _____

hereby certify:

(1) That the Financial Statement of said company, dated the 11th
day of June, 1986, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: November 12, 1986

Craig A. Moyer
(signature)
Craig A. Moyer, President

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 12th day of November, 1986.

Esther J. Smith
Esther J. Smith

My commission expires:

January 12, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of WAYNE ASPHALT & CONST. CO., INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of WAYNE ASPHALT & CONST.
CO., INC., that WAYNE ASPHALT & CONST. CO., INC.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 12th day of November, 1986.

WAYNE ASPHALT & CONST. CO., INC.
(Name of Bidder/Vendor)

Craig A. Moyer
(Name and Title of Person Signing)
Craig A. Moyer, President

ITEMIZED PROPOSAL

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ ASPHALT RESURFACING FOURTH PACKAGE

RES. NO: 6062-86

$$z_{\text{left}} < 1$$

TOTAL:

\$282,336.10

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

BOARD OF PUBLIC WORKS AND SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*

Page 1 of _____

(Non-Federally Assisted Construction)

PROJECT: 1986 ASPHALT RESURFACING PROGRAM RESOLUTION # 6062-86
FOURTH PACKAGE - 1986 BOND ISSUE - PHASE I

CONTENTS

Check if contained Pages

X	I	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement 36-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment	10 Calendar Days
	20 Calendar Days
	30 Calendar Days
	Other
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No. Date
	Amendment No. Date
	Amendment No. Date

BID SUBMITTED

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

Offer Date November 12, 1986

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Robert R. Tracy

City of Fort Wayne
Mayor

Award Date

11-14-86

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

OCTOBER 24, 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 12th day of NOVEMBER, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

1986 ASPHALT RESURFACING PROGRAM - FOURTH PACKAGE - RESOLUTION NO. 6062-86
SEE ATTACHED IMPROVEMENT RESOLUTION FOR LIST OF STREETS. ALSO NOTE VARIOUS STREETS IN THE PACKAGE WILL HAVE TO BE COORDINATED WITH CURBS, SIDEWALKS, YARDWALKS AND DRIVEWAY APPROACHES - CONTRACTED BY OTHERS. THERE ARE ALSO SOME STREETS WHICH SHOULD BE COORDINATED WITH WATER CONSTRUCTION DEPT. - STREET CUTS.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Precualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. — The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
____%.

For WBE specify percentage of women ownership
____%.

B. — The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____ %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Gaines Const. Co.	217 W. Washington Ctr. Rd. Concrete Work	
2.	Fort Wayne, In.	
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Meargy Const., Inc.	2235 Butler Rd. Fort Wayne, In.	Structure & Concrete Work
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

2. We have taken the following steps in an attempt to comply with these participation goals:

(attach additional sheets as necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC. Contractor _____

By Craig A. Moyer By _____

Its Craig A. Moyer, President Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$ hourly utilization figure:

(attach additional sheets if necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation ~~(will/will not)~~ be conducted by the City Engineers. If such an orientation is conducted, it will be held on the day of , 19 , commencing at o'clock .M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: _____

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers ~~and~~ Craig A. Moyer, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

WAYNE ASPHALT & COSNT. CO., INC.

Craig A. Moyer

Craig A. Moyer, President

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by Craig A. Moyer, President
this 12th day of November _____, 19 86

My Commission Expires:

January 12, 1990

Esther J. Smith
Notary Public Esther J. Smith
Resident of Allen County, IN

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6062-86 - 1986 ASPHALT RESURFACING PACKAGE - FOURTH PACKAGE

All work will be performed in accordance with: Resolution # 6062-86 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ _____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 6/30/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 6/30/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 6/30/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, WAYNE ASPHALT & CONST. CO., INC. _____ as principal
and UNITED STATES FIDELITY AND GUARANTY CO. _____
and _____ as sureties,
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum
of 5% of BID DOLLARS (\$ _____),

to be paid to the said City of Fort Wayne, Indiana, or its successors or
assigns, for the payment of which, well and truly made, we hereby bind our-
selves, our heirs, successors, executors and administrators, jointly and
severally, firmly by these presents.

Signed and sealed at WAYNE ASPHALT & CONST. CO., INC. _____, this 12th
day of November _____, 19 86 _____.

The condition of this obligation is such that if the accompanying bid or
proposal of WAYNE ASPHALT & CONST. CO., INC. _____

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at WAYNE ASPHALT & CONST. CO., INC. _____
this 12th day of November _____, 19 86 _____.

WAYNE ASPHALT & CONST. CO., INC. _____

Craig A. Moyer
Principal
Craig A. Moyer, President

*If signed by an agent appropriate power
of attorney shall be attached

UNITED STATES FIDELITY AND GUARANTY CO. _____

* John J. Pikel
Surety
John J. Pikel, Attorney in Fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green**

of the City of **Fort Wayne**, State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~xxxxxx~~ anyone of the said **Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By **W. Bradley Wallace**

Vice-President.

(SEAL)

(Signed)

... **John A. Umberger**

Assistant Secretary.

STATE OF MARYLAND. } ss:
BALTIMORE CITY.

day of

November

, A. D. 1985, before me personally came

W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger**, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND } Sct.
BALTIMORE CITY.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL)

(Signed)

Saundra E. Banks

Clerk of the Circuit Court for Baltimore City.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Craig A. Moyer, the President
(name) _____
of WAYNE ASPHALT & CONST. CO., INC.
(position) _____ (company) _____

hereby certify:

(1) That the Financial Statement of said company, dated the 11th
day of June, 1986, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: November 12, 1986

Craig A. Moyer
(signature)
Craig A. Moyer, President

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 12th day of November, 1986.

Esther J. Smith
Esther J. Smith

My commission expires:

January 12, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of WAYNE ASPHALT & CONST. CO., INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

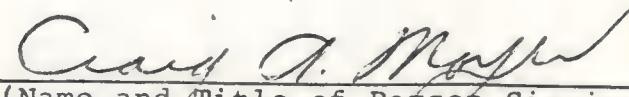
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of WAYNE ASPHALT & CONST.
CO., INC., that WAYNE ASPHALT & CONST. CO., INC.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 12th day of November, 1986.

WAYNE ASPHALT & CONST. CO., INC.
(Name of Bidder/Vendor)


Craig A. Moyer
(Name and Title of Person Signing)
Craig A. Moyer, President

112 of 112

2-10 11-12-2

— — — — —

11 12 13

卷之三

APPENDIX

19. *W. E. B. DuBois*

ITEMIZED PROPOSAL

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ ASPHALT RESURFACING FOURTH PACKAGE

RES. NO: 6062-86

RITHIN VI

TOTAL:

\$282,336.10

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

1470
Admn. Apr.

TITLE OF ORDINANCE Contract for Res. 6062-86 - 1986 Asphalt Resurfacing Program-4th Pkg.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6062-1986 - 1986 Asphalt Resurfacing Program

4th Package is for the improvement by resurfacing and restoring pavement as designated on attached Resolution. Wayne Asphalt & Construction Company is the Contractor.

PRIOR APPROVAL RECEIVED ON 11/18/86.

1-86-11-29

EFFECT OF PASSAGE Improved pavement conditions as per attached description.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$282,336.10

ASSIGNED TO COMMITTEE

BILL NO. S-86-11-29

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract
for Res. 6062-1986 - Asphalt Resurfacing 4th Package, between
the City of Fort Wayne, Indiana and Wayne Aspahlt & Construction
Company, in connection with the Board of Public Works and Safety



HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

YES

NO

THOMAS C. HENRY
CHAIRMAN

A handwritten signature in black ink, appearing to read "T. C. Henry".

DONALD J. SCHMIDT
VICE CHAIRMAN

A handwritten signature in blue ink, appearing to read "D. J. Schmidt".

MARK E. GIAQUINTA

A handwritten signature in blue ink, appearing to read "M. E. GiaQuinta".

PAUL M. BURNS

A handwritten signature in blue ink, appearing to read "P. M. Burns".

Charles B. Redd CHARLES B. REDD

CONCURRED IN 12-9-86

SANDRA E. KENNEDY
CITY CLERK